

ORIGINAL

TARIFF SCHEDULE
APPLICABLE TO
INTRASTATE TELECOMMUNICATIONS SERVICES
FURNISHED BY:
CABLE & WIRELESS USA, INC.
BETWEEN POINTS WITHIN THE
STATE OF ARIZONA

**ADMINISTRATIVELY
APPROVED FOR FILING**

Issued: November 11, 1998

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22 182

Effective: 3-30-99

Check Sheet

The pages of this Tariff are effective as of the date shown at the bottom of each page. Original and Original Pages as named below contain all changes from the original Tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
Title	Original	31	1st
1	17th*	32	1st
1.1	original	33	1st
2	4th	34	2nd
3	1st	35	2nd
4	original	36	2nd
5	original	37	2nd
6	1st	38	2nd
7	1st	39	3rd
8	Original	40	5th
9	original	40.1	1st
10	original	40.2	1st
11	Original	40.3	2nd
12	1st	40.3.1	original
13	original	40.3.2	original*
14	original	40.4	1st
15	original	41	original
16	original	42	2nd
17	original	43	1st
18	original	44	1st
19	Original	44.1	1st
20	original	45	2nd
21	Original	46	1st
22	3rd	47	Original
23	2nd	48	4th
24	2nd	48.1	1st
25	6th	49	2nd
25.1	2nd	49.1	original
26	original	50	1st
27	original	51	5th
28	1st	52	original
29	1st	53	Original
30	1st	54	original
		55	Original
		56	original
		57	original
		58	original
		59	original
		60	original
		61	original
		62	original

*Pages submitted with this filing.

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By:

LaRene Flack, Regulatory and Tariff Manager
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Effective: April 5, 2002

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CONCURRING CARRIERS

None

ORIGINALCONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

When changes are made on any Tariff page, a Original Page will be issued canceling the Tariff page affected; such changes will identified through use of the following symbols:

- (C) to signify changed regulation
- (D) to signify discontinued rate or regulation
- (I) to signify increased rates
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduced rates
- (S) to signify reissued material
- (T) to signify a change in text but no change in rate or regulation
- (Z) to signify a correction

ABBREVIATIONS

C&W USA - Cable & Wireless USA, Inc.
POP - Point-of-Presence

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this Tariff, are marks of Cable & Wireless USA, Inc.

Nationwide 800®

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ORIGINALTARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially, however new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal point is added. For example, a new page is added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page number on file with the Commission. For example, the fourth Original Page 14 cancels the third Original Page 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.(1)
2.1.1.A.(1)(a)
2.1.1.A.(1)(a)I
2.1.1.A.(1)(a)II(i)
2.1.1.A.(1)(a)II(i)(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet. The Tariff reader should refer to the latest check sheet to find out if a particular page is the most current page on file with the Commission.
- E. Section Headings - The section headings set forth in this Tariff are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Tariff.

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SECTION 1 • APPLICATION OF TARIFF

This **Tariff** contains the regulations and charges that apply to intrastate switched telecommunications services provided by Cable & Wireless USA, Inc. (hereinafter "**C&W USA**" or "Carrier"), between locations within the State of Arizona. All references herein to C&W USA FCC Tariffs, as the service offerings set forth in the C&W USA FCC **Tariffs** have been **detariffed**, shall be construed to be references to the C&W USA Standard Rates, Terms, and Conditions, referred to as Schedules, located at **www.cw.com/us/schedules**. Schedules may also be viewed during **regular** business hours at the principle place of business of Cable & Wireless USA, Inc., 82 19 **Leesburg** Pike, **Vienna**, Virginia 22 182.

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(T)

Issued: September **14, 2001**

By:

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Effective: October **14, 2001**

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SECTION 2 -- GENERAL RULES AND REGULATIONS**2.1 Definitions****Access Carrier**

Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by C&W USA to provide the Access Facilities between the Customer's Premises and C&W USA's POP.

Access Facilities

All facilities that connect Customer's premises to C&W USA's POP.

ANI

Automatic Number Identification -- Applies to the assigned number of the calling station for routing and billing purposes.

Authorization Code

A numerical code assigned to the Customer that enables C&W USA to identify use of Service on the Customer's account and to bill the Customer accordingly for such Service.

Authorization Form -- ("Auth Form"),

A set of C&W USA's standard applicable order forms, specification sheets and other related documentation which include all pertinent billing, technical, and other descriptive information which, upon execution by the Customer and C&W USA, will authorize C&W USA to provide services as required.

Authorized User

An end user authorized by the Customer to use the Service.

Call Initiator

A party that prearranges a conference call

Called Station

The station at which a call terminates.

Calling Station

The station from which a call is originated.

Card Holder

Customer or another authorized user, irrespective of whether such user is authorized or unauthorized by the Customer, who is in possession of a prepaid calling card and has the capability of completing a call and charging such (D) call to the Customer account assigned to such card.

Carrier

Cable & Wireless USA, Inc. ("C&W USA") unless context indicates otherwise.

Collect Call

A billing arrangement where a call is billed to the called station

Commission

Arizona Corporation Commission unless context indicates otherwise.

Conferee

An end user participating in a conference call

Customer

The company, firm, corporation, or other entity which orders or uses the Service and, has agreed by signature or otherwise to honor the terms of Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

2. GENERAL RULES AND REGULATIONS (Cont.)2.1 Definitions (Cont.)**ORIGINAL**Holiday

Unless stated otherwise, C&W USA recognized Holidays are: New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day (observed) and Christmas Day (December 11, 1998 25). For Operator Services, the Holidays are Christmas Day and New Year's Day only.

Main Account

For a multi-location Customer, the Customer account that is responsible for payment of charges for Service and has the authority to place orders for Service, modify Service and/or discontinue Service.

Minimum Monthly Usage Commitment ("MMUC")

The minimum monthly volume usage committed to by the Customer, at the time of execution of an Auth Form.

Operator Station

A call that is completed with an assistance of an operator and is billed to the calling party.

Person-to-Person

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises

The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Responsible Organization (RespOrg)

RespOrg is an organization responsible for reservation, assignment, activation or changes of 800/888 numbers, upon Customer's request, for a Customer in accordance with customary industry standards and practices, the terms of this Tariff and effective procedures of the C&W USA's 800/888 management.

Service

Intrastate telecommunications Service provided by C&W USA throughout the State of Arizona, as described in this Tariff.

Service Start Date

The date on which the Service is first made operational and available by C&W USA for the Customer's use as described in this Tariff.

Special Access Surcharge

A surcharge imposed by an Access Carrier on dedicated facilities that terminate on the Premises and have been interconnected to the local exchange network.

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2. GENERAL RULES AND REGULATIONS (Cont.)

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2.1 Definitions (Cont.)

Terminal Equipment

Telecommunications devices, apparatus and their associated wiring, such as teleprinters, telephone, telephone handsets or data sets.

Third Party Billing

Service option that allows a call to be billed to an account different from that of a calling or called party.

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2. GENERAL RULES AND REGULATIONS (Cont.)2.2 Undertaking of C&W USA

C&W USA undertakes to install, operate and maintain the Service in accordance with the terms and conditions set forth in this Tariff.

2.3 Limitations Of Service

- 2.3.1 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. C&W USA reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.
- 2.3.3 C&W USA reserves the right to discontinue furnishing Service, in accordance with the terms of this Tariff and when necessitated by conditions beyond C&W USA's control. Conditions beyond C&W USA's control include, without limitation, a Customer having call volume or a calling pattern that results, or may result, in the blockage of C&W USA's network or in the degradation of Service.
- 2.3.4 Service and facilities furnished by C&W USA under this Tariff shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of C&W USA's rules of general application.
- 2.3.5 Service may be used for transmission of communications by the Customer and by the Authorized User.
- 2.3.6 Customer may not assign or transfer, at any time prior to or after the commencement of the Service, the Customer's Service or any rights or obligations thereunder without the prior written consent of C&W USA which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this Tariff shall apply to all such assignees or transferees, as well as all conditions for Service. Any unauthorized assignment shall be null and void except as ratified by C&W USA.
- 2.3.7 This Tariff shall not be construed such that C&W USA and the Customer could be considered as principal and agent, partners, or employer and employee.
- 2.3.8 Without notice to the Customer, C&W USA may block traffic to or from certain cities, NXX exchanges, individual telephone stations, or calls using certain Customer authorization codes, when C&W USA deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its Service or when the Customer's call volume or calling pattern results, or may result in the blockage of C&W USA's network or in the degradation of Service
- 2.3.9 C&W USA's failure to insist upon strict performance of the terms of this Tariff or to exercise any rights or remedies set forth in this Tariff shall not waive any of C&W USA's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

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2. GENERAL RULES AND REGULATIONS (Cont.)2.4 Liability

- 2.4.1 Customer shall defend, indemnify and hold C&W USA harmless from and against all third party claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature, for any and all damages of any kind arising from or related to any use of the Service or in connection with any Customer text which C&W USA, at Customer's request, prints onto Prepaid Calling Cards, or otherwise arising from the relationship with C&W USA.
- 2.4.2 C&W USA shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond C&W USA's reasonable control.
- 2.4.3 If a third party solicits a Customer's order on behalf of C&W USA or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of C&W USA, or if a third party is involved in any other way, C&W USA and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either C&W USA or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.
- 2.4.4 In the event that the Service or any portion thereof is unavailable to Customer due to a total or partial interruption of the Service, C&W USA's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for C&W USA, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the Service affected during which the Service or any part thereof was unavailable to Customer.
- 2.4.5 In no event shall C&W USA be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. C&W USA's maximum liability for any damages arising out of or related to the Service or the applicable Auth Form(s) and/or Service agreement(s) between Customer and C&W USA shall not exceed the estimated monthly charges as calculated by C&W USA for the month during which such liability arises.
- 2.4.6 C&W USA warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Auth Form and in accordance with this Tariff. C&W USA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES WITH RESPECT TO ANY CUSTOMER TEXT PRINTED ON A PREPAID CALLING CARD.
- 2.4.7 No agents or employees of other carriers shall be deemed to be agents or employees of C&W USA.

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2. GENERAL RULES AND REGULATIONS (Cont.)2.5 Payment and Billing

- 2.5.1 Service is billed on a monthly basis. Bills are due and payable upon receipt. In addition to any other remedies C&W USA may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.5.2 Except where indicated, charges for Service shall accrue from the earlier of the Customer-requested service start date, Service Start Date, or the date set forth in Section 2.5.3, below. Partial month billings shall be prorated based on 30 days. Unless otherwise referenced in this Tariff, any fraction of a cent for C&W USA will be rounded up to the next whole cent.
- 2.5.3 Acceptance of Service
Unless the Customer notifies C&W USA's network management center to the contrary within five (5) business days after Service Start Date, Service shall be deemed accepted by the Customer as of that day, and charges shall accrue for the Service as of the Service Start Date.
- 2.5.4 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. C&W USA (D) reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.5.5 Customer of C&W USA's Inbound Service is responsible for payment for all calls placed to or via the Customer's 800 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's 800 Service number(s) by mistake.
- 2.5.6 Taxes
Customer will be billed for and will be responsible for any applicable Federal, state, or local taxes, tax surcharges and similar fees related to the provision and use of Service unless Customer provides C&W USA with a valid exemption certificate. C&W USA reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on C&W USA by an order, rule, or regulation of the Federal Communications Commission (FCC) or other governmental authority in support of statutory or regulatory programs, such as Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.
- 2.5.7 Deposits:
A. C&W USA reserves the right to examine the credit record of all applicants and Customers and require a security deposit when determined to be necessary to assure future payment.
B. Customer whose Service has been discontinued for non-payment and desires to have C&W USA reestablish Service may be required to pay a security deposit. In addition, such Customer may be required to pay any unpaid balance due to C&W USA before Service is restored.

2. GENERAL RULES AND REGULATIONS (Cont.)**ORIGINAL**2.5 Payment and Billing (Cont.)

C. If Customer's Service requirements have increased since the Customer's account was canceled, C&W USA may require a security deposit based on such increased requirements. If the Customer fails to submit the required deposit within five (5) business days, C&W USA may, at its discretion, discontinue Service, pursuant to Section 2.8 of this Tariff, Discontinuance of Service by C&W USA.

D. The amount of the security deposit shall be calculated by multiplying the number of Customer's estimated minutes of usage times \$.35, times three months. The Customer shall be appraised that after 180 days of Service the account will again be reviewed, and if all amounts due have been paid within the terms of Service authorization, the deposit will be refunded in full. Simple interest at the applicable rate set forth by regulation of the state in which C&W USA invoices the Customer, or if no rate is set by regulation at C&W USA's then-prevailing rate for deposits, will be paid on all sums retained on deposit.

2.58 For offerings where C&W USA provides Service to multiple Customer locations, the Customer will be designated the Main Account and, as such, must accept financial responsibility for all associate accounts included in the Auth Form. In the event that an associate account fails to pay C&W USA, Main Account shall be liable for all charges incurred as a result of the associate account's use of Service. The Main Account must specifically identify all associate accounts in the application for Service, and further orders which involve the commencement or discontinuation of Service will be accepted by C&W USA only from the Main Account and will be subject to all regulations in this Tariff.

2.5.9 Disputed Bills

Customer must bring billing inquiries and disputes to C&W USA's attention within forty (45) days of the invoice date. Failure to do so within this period shall be deemed an admission of the accuracy of the entire contents of the bill, and shall foreclose any opportunity to challenge the accuracy of any portion of that bill at a later date.

2.5.10 Cost of Collection

Customers will be liable to C&W USA for any and all costs and/or expenses including reasonable attorney's fees and expenses of any kind or nature, incurred by C&W USA directly or indirectly in the collection of any amounts due or while otherwise enforcing the terms of this Tariff with respect to the Customer.

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2. GENERAL RULES AND REGULATIONS (Cont.)**ORIGINAL****2.5 Payment and Billing (Cont.)****2.5.11 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to C&W USA for any reason, C&W USA, in addition to any other remedies available, will bill the Customer a twenty-five dollar (\$25.00) charge and will re-deposit the Check. If, after the Check is re-deposited, it is returned by the bank or the financial institution for the second time, another twenty-five dollar (\$25.00) charge will be billed to the Customer. In addition, the Customer will be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order. Notwithstanding the bad check charge provision as set forth in this Section, C&W USA may disconnect the Service in the event of returned payment, as set forth in Section 2.8.5 of this Tariff.

2.5.12 Billing To Term

If the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.6 Notices to C&W USA by Customer

A notice shall be considered given when delivered in the manner prescribed below.

2.6.1 This Section applies to:

- A. Notices of Termination of Service by Customer when such termination is prior to the end of the term commitment for such Service, or when such termination does not otherwise conform with the terms and conditions of this Tariff or Customer's Auth Form;
- B. All other notices such as ordering of Service, changes of Service, billing inquiries and other notices regarding Service.

2.6.2 Notices pertaining to 2.6.1 .A, above, shall be sent to C&W USA's principle place of business, Attention: Contract Management. Such notices shall be in writing, and shall be either delivered in person; or sent by certified mail with return receipt requested; or by facsimile, electronically confirmed and followed up immediately by regular mail.

2.6.3 Notices pertaining to 2.6.1 .B in the first paragraph shall be sent to a C&W USA-designated representative assigned to Customer's account, and such notices shall be either delivered in person; or sent by facsimile, electronically confirmed; or sent by regular mail.

2.7 Cancellation or Termination of Service by Customer**2.7.1 Cancellation of Service Prior to Service Start Date**

If Customer cancels an application for Service prior to the Service Start Date, Customer shall be liable for any costs incurred by C&W USA in provisioning the Service as well as C&W USA's applicable administrative fees, if any.

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2. GENERAL RULES AND REGULATIONS (Cont.)**ORIGINAL**2.7 Cancellation or Termination of Service by Customer (Cont.)2.7.2 Termination of Service without Term Commitment

Unless stated otherwise, for a Service not subject to term commitment, the Customer may, by providing thirty (30) days advance written notice to C&W USA, terminate such Service without incurring liability. Upon such a termination, Customer shall immediately cease using the Service and pay C&W USA for all charges incurred by Customer through the date such Service is discontinued.

2.7.3 Termination of Service with Term Commitment

For a Service, subject to term commitment, Customer may, by providing thirty (30) days' advance written notice to C&W USA, terminate such Service prior to the expiration of its specified term. Upon such termination, the following shall apply:

- A. Customer shall immediately cease using that Service; and
- B. Customer shall pay C&W USA for all charges incurred for that Service through the date that Service is discontinued; and

2.7.3 Termination of Service with Term Commitment

- C. Customer shall pay C&W USA any promotion credits provided to Customer by C&W USA for the terminated Service; and
- D. Customer shall pay C&W USA the minimum commitment amounts remaining in the term. For example, if the Customer committed to \$400 per month in charges, and the Service is discontinued three (3) months prior to the expiration of the specified term, the amount due to C&W USA is equal to 3 [three months] x \$400 [minimum monthly commitment] or \$1,200.

2.7.4 Renewal Period

Upon expiration of the initial term for Service, unless C&W USA and the Customer have agreed to renew such Service for a specified period of time, C&W USA shall continue to provide such Service until either C&W USA or the Customer, upon thirty (30) days prior written notice, terminates the Service. During such continuation, C&W USA may adjust the charges to the applicable month-to-month rate.

2.8 Discontinuance of Service by C&W USA

In addition to any other remedies available to C&W USA, C&W USA may, upon notice unless stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons:

- 2.x.1 For nonpayment of any sum due to C&W USA; or

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2. GENERAL RULES AND REGULATIONS (Cont.)**ORIGINAL**2.8 Discontinuance of Service by C&W USA (Cont.)

- 2.8.2 In the event of a violation of any of the provisions governing the furnishing of the Service under this Tariff, or of any C&W USA rule of general application with respect to the use of Service; or
- 2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or
- 2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits C&W USA from furnishing such Service; or
- 2.8.5 In the event when payment for Service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to C&W USA for any reason; or
- 2.8.6 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of C&W USA; or
- 2.8.7 In the event of Customer's insolvency; or
- 2.8.8 Failure to pay deposit requested by C&W USA in accordance with Section 2.5.7 of this Tariff; or
- 2.8.9 Initiation of proceedings by Customer in voluntary bankruptcy; or
- 2.8.10 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or
- 2.8.11 The appointment of a receiver or trustee for Customer; or
- 2.8.12 A general assignment by the Customer for the benefit of its creditors; or
- 2.8.13 Without notice, if C&W USA deems such action necessary to protect against fraud or to otherwise protect C&W USA's personnel, agents, facilities or Service.
- 2.8.14 If Customer's account is not used for three (3) consecutive C&W USA billing cycles, C&W USA may deem such account inactive and cancel such account without further notice to the Customer.
- 2.8.15 In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to C&W USA's equipment.

If C&W USA terminates Service as set forth above, in addition to any other remedies available to C&W USA, the Customer shall pay to C&W USA any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated Service as set forth in Section 2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service.

2.9 Inspection, Testing and Adjustment

- 2.9.1 C&W USA may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or C&W USA's equipment. C&W USA may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.

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2. GENERAL RULES AND REGULATIONS (Cont.)2.9 Inspection, Testing and Adjustment (Cont.)

- 2.9.2 Upon reasonable notice, the facilities provided by C&W USA shall be made available to C&W USA for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to C&W USA.
- 2.9.3 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises.
- 2.9.4 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

2.10 Interconnection

- 2.10.1 Service furnished by C&W USA may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by C&W USA. Service furnished by C&W USA is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of C&W USA and of others shall be provided at the Customer's expense.
- 2.10.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs, if any. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-ways, and other arrangements necessary for such interconnection.
- 2.10.3 The Customer shall ensure that its equipment is properly interfaced with C&W USA facilities that the signals emitted into the Carrier's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause an imminent harm to C&W USA's equipment, personnel or the quality of Service to other customers, C&W USA may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to C&W USA, C&W USA may, upon written notice, terminate the Customer's Service pursuant to Section 2.8.15 of this Tariff.
- 2.10.4 The Customer agrees to use and maintain C&W USA-provided equipment in accordance with instructions of C&W USA. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to C&W USA's equipment pursuant to this Section. Risk of loss for any C&W USA-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.

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2. GENERAL RULES AND REGULATIONS (Cont.)**ORIGINAL**2.10 Interconnection (Cont.)

- 2.10.5 Title to any C&W USA-furnished equipment shall at all times remain with C&W USA or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and C&W USA shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in C&W USA-furnished equipment.
- 2.10.6 Customer agrees to return to C&W USA all C&W USA-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse C&W USA upon demand, for any costs incurred by C&W USA due to the Customer's failure to comply with this provision.
- 2.10.7 If C&W USA provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with C&W USA-furnished equipment, and Service. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.
- 2.10.8 Customer shall sign a C&W USA-provided letter of agency to enable and authorize C&W USA to notify the local service provider of Customer's selection of C&W USA as its long distance carrier for the Customer-designated telephone numbers and to contact the local service provider on its behalf.

2.11 Allowance for Interruptions

- 2.11.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruption of an individual call, due to a condition in C&W USA's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:
- A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a C&W USA customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.

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2. GENERAL RULES AND REGULATIONS (Cont.)2.11 Allowance for Interruptions (Cont.)

- B. Credit allowance will not be made for (1) interruptions not reported to C&W USA, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by C&W USA. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over C&W USA facilities, the Customer must pay the charges for the alternative Service used.

2.11.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a C&W USA customer service representative.

2.11.3 For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

- A. When Service is interrupted for a period of less than two hours, no credit allowance will be given; or
- B. When the Service's dedicated access or termination line(s) associated with the Service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given; or
- C. When the Service's access or termination line(s) associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given for each twenty-four hour period or fraction thereof.

2.11.4 No credit allowances will be made for:

- A. Interruptions caused by the negligence of the Customer, Customer's Authorized User or agent and/or designees; or
- B. Interruptions due to the failure of power, equipment, systems, or services not provided by C&W USA; or
- C. Interruptions during any period during which C&W USA or its agents are not afforded access to C&W USA-provided equipment or the Premises where Access Facilities associated with Service are terminated; or
- D. Interruptions during any period when the Customer or user has released the Service to C&W USA for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

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2. GENERAL RULES AND REGULATIONS (Cont.)

ORIGINAL

2.11 Allowance for Interruptions (Cont.)

- E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or
- F. Interruptions not reported to C&W USA; or
- G. Interruptions that are due to a cause beyond C&W USA's reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

2.11.5 An interruption period begins when the Customer reports to C&W USA that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

2.11.6 If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

2.12 Mileage Measurement

Usage charges for all distance sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Originating points for all services is the Customer's central office and the point of termination is the central office where the call terminates.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. C&W USA uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V and H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA: Mileage =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

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2. GENERAL RULES AND REGULATIONS (Cont.)**ORIGINAL**2.13 Provision of 800/888 Numbers2.13.1 800/888 Number Reservation, Assignment or Activation

In its capacity as **RespOrg**, C&W USA will reserve, assign, activate or change, upon receipt of a verified request, **800/888** numbers in accordance with customary industry standards and practices, the terms of this Tariff and the effective procedures of the C&W USA's **800/888** service management. Customers may request reservation, assignment or activation on their own behalf, or a Customer which resells C&W USA inbound transmission services may request reservation, assignment or activation on behalf of a specific prospective customer of such reseller. A Customer who resells C&W USA inbound transmission services must provide to any customer or potential customer upon reasonable request therefor, information concerning the status of a particular **800/888** number or numbers in which a Customer or a potential customer has an interest, and if applicable, the identity of the **RespOrg(s)** for the **800/888** number(s). When a C&W USA Customer decides (or learns of its specific, prospective customer's decision) not to utilize the reserved, assigned or activated **800/888** number(s), the C&W USA Customer must notify C&W USA within 48 hours so that C&W USA may release the **800/888** number(s) to the pool of numbers available for assignment in accordance with industry practice and standards as well as any applicable rules and regulations of appropriate regulatory agency.

2.13.2 Ownership and Brokerage of 800/888 Numbers

800/888 numbers are incidental to the inbound calling services with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of inbound transmission services. The assignment of **800/888** telephone numbers for use with C&W USA-provided inbound transmission service confers on the Customer no proprietary interest whatsoever in the number assigned. It shall be a violation of this Tariff if the Customer seeks to acquire, or does acquire, any **800/888** number associated with inbound service provided by C&W USA for the primary purpose of selling, brokering or releasing for a fee (or other consideration) to another party that **800/888** number, independent of the C&W USA service with which it is associated.

In any instance in which C&W USA learns that a Customer is attempting to sell or otherwise transfer or assign an **800/888** telephone number(s) to any person, or in violation of this Tariff, C&W USA may immediately upon written notice and without notice release the number from released status, or it may immediately upon written notice to the Customer discontinue the furnishing of Service via the number, whichever course of action C&W USA deems appropriate.

2.13.3 Use of 800/888 Numbers

Each **800/888** telephone number must be placed in actual and substantial use by the Customer.

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SECTION 3 - SERVICE DESCRIPTION3.1 Intrastate Service Offered

Intrastate Services offered by C&W USA in Arizona are called Long Distance, Focus, EXCEL, Virtual Network

Service (VNS), Venture, Simplicity, Simplicity Direct, BFI, Business First Basics, Cable & Wireless Complete, 10 10 566, GIVN and C&W USA Residential. (T)

3.1.1 Long Distance and Focus Services are traditional outbound Services for switched access Customers. 10 10 566 is an outbound service for switched residential Customers.

Nationwide 800 is the inbound Service option for Long Distance and Focus Services.

3.1.2 EXCEL uses dedicated access for both outbound and inbound Service.

3.1.3 VNS, Venture, Simplicity, Simplicity Direct, BFI, Business First Basics, Cable & Wireless Complete, GIVN and C&W USA Residential are integrated offerings of inbound and outbound Services with switched or dedicated access, that provide unified Service for single or multi-location Customers. (T)

3.1.4 Prepaid Calling Card Service enables the Card Holder to complete an outbound direct dial call from any touch-tone or rotary telephone in Arizona. Service is accessed by dialing a designated 800 number and a card identification number.

The Customer has an option to "Recharge" available balance on the Prepaid Calling Card. If a Card is Recharged, after the earlier of when the Card's value balance first becomes zero or the expiration of the Card's validity period, for each call placed through the Card, the Card's then-remaining recharge amount balance shall be decremented at the rate applicable to the Plan specified by the Customer. The Recharge rates assumes that C&W USA shall pay to the applicable taxing entity any applicable Federal excise and state and local telecommunications taxes and surcharges computed based on the Recharge rates. Each such call shall be decremented in 6-second increments with a 30-second minimum decrement per call. In addition, the Card's then-remaining Recharge Amount balance shall be decremented for any applicable local, state or international taxes and surcharges. When a Card's then-remaining Recharge amount balance, based on the call then in progress, is thirty (30) seconds an announcement shall be made indicating that the call shall be automatically terminated when the Card's Recharge Amount balance becomes zero.

The maximum dollar value of each Recharge Amount shall be \$50.00. To Recharge a Card, the Cardholder shall call a designated toll-free number and, in response to the automated voice prompts, provide (i) its account number for a major credit card accepted by C&W USA, (ii) PIN, and (iii) other pertinent information. A Recharge amount may be used by the Cardholder only within one (1) year from the date the Cardholder Recharges its Card.

Each Recharge amount shall be non-refundable and shall be billed by C&W USA to the Cardholder via the Cardholder's designated credit card account. For any Recharge amount that a Cardholder fails to pay to C&W USA via the Cardholder's credit card account, the Customer shall pay such amount to C&W USA within fifteen (15) days of the Customer's receipt of written notice thereof from C&W USA.

If C&W USA notifies the Customer that a credit card company has notified C&W USA that a Recharge amount is non-collectable and if C&W USA provides to the Customer the supporting documentation that C&W USA has received from the credit card company with regard to such Recharge amount, the Customer shall pay such amount to C&W USA within fifteen (15) days after the Customer's receipt of C&W USA's notice.

SECTION 3 - SERVICE DESCRIPTION (Cont.)**3.1** Intrastate Service Offered (Cont.)**3.1.4** Prepaid Calling Card Cont.)

C&W USA may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 2 of this Tariff. In the event the Recharge option is terminated for a particular PIN, C&W USA shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

3.1.5**3.1.6** Alternative Channels Services

A group of interexchange switched services marketed under the name of *T-NET - A Division of Cable & Wireless USA, Inc.*, via alternative distribution channels, including outside sales force.

A. CTC LD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CTC LD distribution channel. Minimum monthly usage requirements apply as well as monthly recurring charges. In addition to basic 1+ services, additional features are available:

(1) 800 Features

Multi-Location Routing Features - billed on per feature, per toll-free number basis. A set-up fee and a change charge apply. The following are available:

Day of Year
Day of Week
Time of Day
Percent of Calls
Area Code
Area Code and Exchange

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SECTION 3 - SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)

- (2) Selected Coverage Blocking Features
Blocking features are available for selected area code or area code and exchange blocking. Services is billed on per feature, per toll-free number basis. A set-up fee and a change charge apply.
- (3) Real Time AN1
A set - up fee applies.
- (4) Programmable 800
Permits Customer to redirect calls from one terminating location to another. A recurring monthly fee applies per each toll free number.
- (5) 800 Directory Assistance Listing
Recurring monthly fee per toll free number.
- (6) Accounting Features
Security and Alpha Account Codes have a per account charge.
- (7) CDR Billing Charges
Set-up and monthly media charges.
Set-up and monthly media charge for weekly billing.

C. Partner BFI I

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls and calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

(D)

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SECTION 3 - SERVICE DESCRIPTION (Cont.)

3.1.6 Alternative Channels Services (Cont.)**D. Premium Partner Long Distance (PPLD)**

An inbound, outbound switched access 1+ service, available only via select distribution channel.

3.1.7 Cable & Wireless Complete

A group of integrated inbound/toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Administrative features are available to Cable & Wireless Complete customers. (D)
Switched outbound and inbound calls and dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration. (D)

3.1.8 Global Intelligent Virtual Network

GIVN, offered in conjunction with the Company's interstate GIVN service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. GIVN utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. GIVN intrastate usage is billed at a flat rate that is not time of day or distance sensitive. Excluding Mexico, GIVN basic Outbound service is billed with an 18-second minimum, in 1-second increments thereafter. Toll-free service associated with GIVN is billed in the same increments as BFI set forth in Section 4 of this tariff. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional GIVN customer features and capabilities are set forth in C&W USA's Schedules.* (D)

GIVN On-Net and Off-Net capability is defined below.

On-Net = GIVN customer locations connected to C&W USA network via dedicated access facilities.

Off-Net = GIVN location which accesses GIVN network via switched access; calls made by GIVN customer location terminating to a non-GIVN location.

**Formerly FCC Tariffs. See Application of Tariff, herein.*

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SECTION 3 - SERVICE DESCRIPTION (Cont.)C&W USA Residential Service

C&W USA Residential provides switched access, inbound and outbound service, at a flat rate that is not time of day or distance sensitive. Calls are billed in 6-second increments, after a 30-second per call minimum. Optional Conference call service, described in Section 3 of this Tariff, is available to C&W USA Residential customers. A \$25 minimum monthly usage charge (MMUC) applies, excluding taxes and surcharges. If MMUC is not met, a \$3.00 charge will be assessed and added to Customer's invoice. Usage rates applicable to Conference Calling are set forth in Section 5 of this Tariff.

(D)

Rate
\$.7500

(D)

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SECTION 3 • SERVICE DESCRIPTION (Cont.)

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3.2 Billing Information

- 3.2.1 When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration.
- 3.2.2 The hours included in a rate period (e.g., 8 am - 5 pm) apply from the first stated hour (e.g., 8 am) and continue to, but do not include, the second stated hour (e.g., 5 pm).
- 3.2.3 Unless otherwise specified, time-of-day rate periods are as follows:

Day:	Monday - Friday, 8 a.m. - 5 p.m.
Evening* :	Sunday - Friday, 5 p.m. - 11 p.m.
Night/Weekend:	All other times
Peak:	Monday - Friday, 8 a.m. - 5 p.m.
Off-Peak* * :	All other times

*Evening rate applies during Holidays, unless a lower rate would normally apply.

**Off-Peak rate applies during Holidays.

- 3.2.4 Minimum Call Completion Rate: The C&W USA network is designed to insure that no more than 5% of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of connections provided by the local telephone companies or the transmission facilities of underlying carriers, which are beyond C&W USA's control.

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SECTION 3 - SERVICE DESCRIPTION (Cont.)**ORIGINAL**3.2 Billing Information (Cont.)3.2.5 Timing of Calls:

- A. On direct dialed outbound and inbound calls provided pursuant to this Tariff, and except as set forth in Section 3.2.5.C below, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.
- B. Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.
- C. Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. 800 Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision **from** such communications system.

3.3 Additional Options - Switched Service3.3.1 Customized Discounts

Unless otherwise stated, all discount schedules involving usage levels incorporate intrastate, interstate, and international calling. Discounts do not apply to Directory Assistance and 976 surcharges.

Area Code Select - applies to calls made to the area code Customer calls most often; can be used with Regional Zone, Intra-Company or VIP discounts.

800 Area Code Select - applies to calls made from the area code generating the highest 800 volume calling; can be used with Regional Zone, Intra-Company or VIP discounts.

CAP500 - program for Long Distance and Focus Customers, replacing all other discounts.

Intra-Company - applies to calls to Customer designated company locations; mutually exclusive with Regional Zone and VIP.

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SECTION 3 - SERVICE DESCRIPTION (Cont.)3.3 Additional Options - Switched Service (Cont.)3.3.1 Customized Discounts (Cont.)

Regional Calling Zone - applies to calls to or from the zone Customer selects (from 1 of 10 predetermined zones); mutually exclusive with Intra-Company and VIP.

Super Saver Area Code - applies to calls to the area code (from a list of pre-determined area codes) Customer calls most often.

Super Saver Number - applies to call to the telephone number Customer calls most often.

Term Plan - involves a minimum monthly billed usage and commitment to a contract term of 12, 18, 24, or 36 months.

(D)

(D)

VIP Numbers - applies to calls to or from five (5) Customer-selected telephone numbers; mutually exclusive with Intra-Company and Regional Zone.

3.3.2 Directory Assistance

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A credit allowance for Directory Assistance will be provided if the Customer experiences poor transmission quality; receives an incorrect telephone number; or inadvertently misdials the intended Directory Assistance number.

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SECTION 3 - SERVICE DESCRIPTION (Cont.)**3.3 Additional Options - Switched Service (Cont.)****3.3.3 976 Surcharge**

Calls to a 976-XXXX number will be assessed a surcharge.

3.3.4 800 Call Attempts

If a Customer's volume of uncompleted 800 calls exceeds 50% of call attempts, a surcharge will be assessed.

3.3.5 Conference Calling

A variety of options for setting up conference calls is available.

3.3.6 Operator Services - The following operator assistance options are available:

(D)

Collect Call/3rd Party Billed
Station-to-Station
Person-to-Person

3.3.7 Expedite Charge

If the Customer requests C&W USA to expedite installation of Service, the Customer agrees to pay any and all expedite costs and charges associated with the expedite requests. The Customer understands that the installation of local access lines is not under the direct control of C&W USA. C&W USA shall use every reasonable effort to meet Customer's requested Service date.

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SECTION 4 • RATES4.1. Long Distance

All Long Distance calls are billed in 1-minute increments.

4.1.1 Usage

Maximum rate per minute: \$0.50

4.1.2 Additional ChargesCAP 500

A \$200 maximum charge applies to each month that the Customer enrolled in the CAP 500 plan does not meet the monthly minimum of \$500.

The Long Distance product has been grandfathered. Only current Long Distance Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 • RATES (Cont.)4.2 Focus II

All Focus II calls are billed in **6-second** increments, after a 30-second minimum initial billing period.

4.2.1 Usage

Maximum rate per minute: \$0.2500

The Focus II product has been grandfathered. Only current Focus II Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.3 Focus III

All Focus III calls are billed in **6-second** increments, after a **30-second** initial billing period.

4.3.1 Per Minute Usage Charges

Maximum rate per minute: \$0.3300

4.1.2 Additional ChargesCAP 500

A \$200 maximum charge applies to each month that the Customer does not meet the monthly minimum of \$500 per Customer. The same charge per location applies to each Customer's location subscribing to CAP 500 and not **fulfilling** the \$50.00 minimum monthly requirement.

The Focus III product has been **grandfathered**. Only current Focus III Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 • RATES (Cont.)4.4 Nationwide 800

Nationwide 800 terminates on switched access lines. Calls are billed in 6-second increments, **after** a 30-second minimum initial billing period.

4.4.1 Per Minute Usage Charges-

Maximum rate per minute: \$0.3500

The Nationwide product has been grandfathered. Only current Nationwide Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.5 EXCEL

All EXCEL calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.5.1 EXCEL Outbound Usage Charges:

Maximum rate per minute: \$0.2500

4.5.2 Other ChargesSuper Saver Area Code Discount Plan

Maximum Set -up Fee \$400/month

(D)

Other EXCEL Discount:

Maximum Set -up Fee \$400/month

4.5.3 EXCEL 800 - Per Minute Usage Charges

Maximum rate per minute: \$0.2500

T- 1 Access Special Rate Per Minute

<u>Mileage</u>	<u>Maximum Rate Per Minute</u>
All	\$0.2500

The EXCEL product has been grandfathered. Only current EXCEL Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.7 Venture

All Venture calls are billed in 6-second increments, after a 30-second minimum initial billing period

4.7.1 Venture Switched Outbound - Per Minute Usage Charges

Maximum rate per minute: \$0.3500

4.7.2 Venture Switched 800 - Per Minute Usage Charges

Maximum rate per minute: \$0.3500

4.7.3 Venture Dedicated Outbound - Per Minute Usage Charges

Maximum rate per minute: \$0.2500

4.7.4 Venture Dedicated 800 - Per Minute Usage Charges

Maximum rate per minute: \$0.2500

4.7.5 (D)

4.7.6 Other ChargesRegional Zone Discount Plan

Maximum Monthly Recurring Charge \$35.00

VIP Numbers Discount Plan

Maximum Monthly Recurring Charge per Number \$25.00

The Venture product has been grandfathered. Only current Venture Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.8 VNS (Virtual Network Service)

All VNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.8.1 Switched Outbound Service - Per Minute Usage Charges

Maximum rate per minute: \$0.3500

4.8.2 VNS Switched 800 Service - Per Minute Usage Charges

Maximum rate per minute: \$0.3500

4.8.3 VNS Dedicated 800 - Per Minute Usage Charges

Maximum rate per minute: \$0.2500

4.8.4 VNS Dedicated Outbound - Per Minute Usage Charges

Maximum rate per minute: \$0.2500

4.8.5 (D)

4.8.6 Other ChargesRegional Zone Discount Plan

Maximum Charge when monthly minimum not met: \$300.00

VIP Numbers Discount Plan

Maximum Charge when monthly minimum not met: \$300.00

The VNS product has been grandfathered. Only current VNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.9 Simplicity

All Simplicity calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.9.1 Simplicity Switched Outbound Per Minute Usage Charges

Maximum rate per minute: \$0.3500

4.9.2 Simplicity Switched 800 - Per Minute Usage Charges

Maximum rate per minute: \$0.3500

4.9.3 Simplicity Dedicated Outbound - Per Minute Usage Charges

Maximum rate per minute: \$0.2500

4.9.4 Simplicity Dedicated 800 - Per Minute Usage Charges

Maximum rate per minute: \$0.2500

4.9.5 (D)

4.9.6 Other ChargesRegional Calling Zone Discount Plan

A fee will be charged for each month that the monthly minimum is not met.

	Maximum (\$)
Switched	150.00
Dedicated	500.00

VIP Numbers Discount Plan

A fee will be charged for each month that the minimum is not met.

	Maximum (\$)
Switched	150.00
Dedicated	500.00

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 RATES (Cont.)4.10 BFI

All BFI calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.10.1 BFI Switched Outbound - Per Minute Usage Charges

Maximum rate per minute: \$0.3500

4.10.2 BFI Switched 800 - Per Minute Usage Charges

Maximum rate per minute: \$0.3500

4.10.3 BFI Dedicated Outbound - Per Minute Usage Charges

Maximum rate per minute: \$0.2000

4.10.4 BFI Dedicated 800 - Per Minute Usage Charges

Maximum rate per minute: \$0.2500

4.10.5

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4.10.6 BFI LAO

The following rate plans are available to new business customers who sign up for BFI through Cable & Wireless' Direct Sales LAO Channel. All BFI usage, optional Conference Calling usage set forth in Section 5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100 in BFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to customer's bill. BFI dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its C&W USA Schedules No. 3 and No. 4.*

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	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>
<u>Maximum Usage Levels</u>	\$1,000	\$5,000	\$25,000
<u>Maximum Rates:</u>			
<u>Switched Outbound</u>	\$0.5000	\$0.5000	\$0.5000
<u>Switched Inbound/800</u>	\$0.5000	\$0.5000	\$0.5000
<u>Dedicated Outbound</u>	\$0.5000	\$0.5000	\$0.5000
<u>Dedicated Inbound/800</u>	\$0.5000	\$0.5000	\$0.5000

Discount

Conference Calling 80%

**Formerly FCC Tariffs. See Application of Tariff, herein.*

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SECTION 4 - RATES (Cont.)4.10 BFI (Cont.)4.10.7 BFI NIA

The following rate plans are available to new business customers who are Fortune 1000 members who sign up for BFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rate;.

	<u>Plan</u>	<u>Plan 5</u>	<u>Plan 6</u>
<u>Maximum Usage Levels</u>	\$15,000	\$30,000	\$50,000
<u>Maximum Rates:</u>			
<u>Switched Outbound</u>	\$0.5000	\$0.5000	\$0.5000
<u>Switched Inbound/800</u>	\$0.5000	\$0.5000	\$0.5000
<u>Dedicated Outbound</u>	\$0.5000	\$0.5000	\$0.5000
<u>Dedicated Inbound/800</u>	\$0.5000	\$0.5000	\$0.5000
<u>Discount</u>			
Conference Calling	80%		

*If minimum usage is not met during the second invoice, customer will be charged the minimum monthly fee.

4.10.8 BFI Agent Plans

BFI Agent Plans are available to Agents reselling C&W USA services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000 to \$150,000 per annum. All BFI usage, optional Conference Calling usage set forth in Section 4 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of \$100 in BFI switched and or dedicated access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000. For Customers who average a revenue commitment of \$150,000 and, switched access usage is less than \$50, the difference will be applied to the Customers bill totaling a \$50 monthly minimum fee. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its C&W USA Schedules No. 3 and No. 4.

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SECTION 4 - RATES (Cont.)4.10 BFI (Cont.)4.10.8 BFI Agent Plans (Cont.)

The BFI Agent Plan rates only apply to those Agents reselling C&W USA services under this product. Terms and conditions mirror those of the BFI Product. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

PLAN

	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Maximum Usage Levels</u>	\$300,000	\$200,000	\$100,000	\$75,000
<u>Switched Outbound/Inbound 800</u>	\$0.7500	\$0.7500	\$0.7500	\$0.7500
<u>Dedicated Outbound/Inbound/800</u>	\$0.7500	\$0.7500	\$0.7500	\$0.7500
<u>Directory Assistance</u>	\$1.50	\$1.50	\$1.75	\$2.00
Discount				
<u>Conference Calling</u>	90%	90%	90%	90%
<u>*Meet Me</u>	\$2.00	\$2.00	\$2.00	\$2.00
<u>*800 Meet Me</u>	\$2.00	\$2.00	\$2.00	\$2.00
<u>*Operator Handled</u>	\$2.00	\$2.00	\$2.00	\$2.00

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SECTION 4 - RATES (Cont.)4.10 BFI (Cont.)4.10.8 BFI Agent Plans (Cont.)PLAN II

<u>Maximum Usage Levels</u>	<u>Platinum</u> \$300,000	<u>Gold</u> \$200,000	<u>Silver</u> \$100,000	<u>Copper</u> \$75,000
<u>Switched Outbound/Inbound 800</u>	\$0.7500	\$0.7500	\$0.7500	\$0.7500
<u>Dedicated Outbound/Inbound/800</u>	\$0.7500	\$0.7500	\$0.7500	\$0.7500
<u>Directory Assistance</u>	\$1.50	\$1.50	\$1.75	\$2.00
Discount <u>C o n f e r e n c e</u>	90%	90%	90%	90%
* <u>Meet Me</u>	\$2.00	\$2.00	\$2.00	\$2.00
* <u>800 Meet Me</u>	\$2.00	\$2.00	\$2.00	\$2.00
* <u>Operator Handled</u>	\$2.00	\$2.00	\$2.00	\$2.00

*Rates shown include the Conference Calling discount,

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SECTION 4 - RATES (Cont.)4.10 BFI (Cont.)4.10.9 BFI Bronze Agent Plan

BFI Bronze Agent Plan is available to agents reselling C&W USA services primarily to small to medium-sized business customers. All BFI usage, optional, Conference Calling usage set forth in Sections 4 and 5 herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in BFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of BFI set forth in this Section.

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BFI Bronze Plan Maximum Rates

<u>Switched Outbound</u>	\$0.7500
<u>Switched Inbound/800</u>	\$0.7500
<u>Dedicated Outbound</u>	\$0.5000
<u>Dedicated Inbound/800</u>	\$0.5000
<u>Directory Assistance</u>	\$0.7300

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Discount	
<u>Conference Calling</u>	20%
<u>*Meet Me</u>	\$0.3600
<u>*800 Meet Me</u>	\$0.4800
<u>*Operator Handled</u>	\$0.4800

*Rates shown include the Conference Calling discount.

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SECTION 4 • PATES (Cont.)**ORIGINAL**4.10 BFI (Cont.)4.10.11 BFI Agent Plan 2002

Available to agents reselling C&W USA services to small, medium, and large customer bases. Under this program the annual revenue commitment ranges from \$40,000 to \$75,000. All **BFI** usage, and optional Conference Calling usage set forth in Section 4, herein, will be included in calculating Customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling are eligible to receive a discount of 25% • 30% off Conference Calling base rates. Customer must bill a minimum of \$100 in **BFI** switched and or dedicated access monthly usages after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee applies that will be added to Customer's bill for switched access customers. For dedicated access customers, if total monthly usage is less than \$400, a \$50 monthly minimum fee will be added to the customer's bill. Other terms and conditions mirror those of BFI set forth in Section 4, herein.

BFI Agent Plan 2002 Maximum Pates

<u>Usage Level</u>	<u>Cold 2002</u> (\$150,000)	<u>Silver 2002</u> (\$80,000)
<u>Switched Outbound</u>	\$0.8500	\$1.00
<u>Switched Inbound/800</u>	\$0.8500	\$1.00
<u>Dedicated Outbound</u>	\$0.5000	\$0.7500
<u>Dedicated Inbound/800</u>	0.5000	\$0.7500
<u>Directory Assistance</u>	\$3.50	\$3.50
<u>Discount Conference Calling</u>	80%	
<u>Meet Me</u>	\$0.6000	
<u>800 Meet Me</u>	\$0.9000	
<u>Operator Handled</u>	\$2.00	
<u>Conference On Demand</u>		
Toll Free Dial In	\$0.6000	
Toll Dial In	\$0.6000	
Dial Out Domestic	\$0.8000	

Everything on this page is new.

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SECTION 4 - RATES (Cont.)4.11 Business First Basics (BFB)

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound
Maximum rate per minute: \$0.3000

4.11.2 Business First Basics - Dedicated Outbound
Maximum rate per minute: \$0.2500

4.11.3 (D)

4.11.4 Business First Basics - Switched Inbound
Maximum rate per minute: \$0.3000

4.11.5 Business First Basics - Dedicated Inbound
Maximum rate per minute: \$0.2500

4.11.6 S.U.N. Discount
Maximum rate per minute: 75%

4.11.7 Eclipse Discount
Maximum rate per minute: 75%

4.11.8 Horizon Discount
Maximum rate per minute: 75%

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SECTION 4 - RATES (Cont.)**ORIGINAL**4.12 Prepaid Calling Card4.12.1 Per Unit Value

Prepaid Calling Card is valid until the expiration date printed on the card or until the balance on the card is \$0.00, whichever occurs first. The expiration date shall be one year from the last day of the calendar month during which the Card was issued. C&W USA shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in B-second increments after a 30-second minimum call duration. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at the rates set forth below, covered by the C&W USA-fixed dollar value of the card. The per unit value listed below excludes any local taxes or surcharges.

Unless stated otherwise in this Tariff, a maximum **5-unit** surcharge will be added to all Prepaid Calling Card calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

Rates.

All intrastate traffic = 1 unit per minute.

PLAN A -- C&W USA CORPORATE CARD:

Standard C&W USA card printed by C&W USA.

Maximum rate per unit: \$0.5500

PLAN B -- ASIA DIRECT:

C&W USA retail card targeted for Asian Community.

Maximum rate per unit: \$0.5000

PLAN C -- MEDIUM VOLUME CUSTOMERS:

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 500,000 units required.

Maximum rate per unit: \$0.4000

PLAN D -- HIGH VOLUME CUSTOMERS:

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 6,000,000 units required.

Maximum rate per unit: \$0.3000

PLAN E -- IMAGE CARD

Limited Edition collectible, prepaid calling cards.

Maximum rate per unit: \$0.9500

PLAN F - SURETEL

SureTel is a product with low international rates and is targeted for frequent international callers.

Maximum Surcharge per call: \$1.00

Maximum Rate per minute: \$0.50

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SECTION 4 - RATES (Cont.)

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SECTION 4 • RATES (Cont.)4.14 CTC D

CTC LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in B-second increments **after** a **30-second** minimum initial billing period.

Maximum Rate Per Minute4.14.1 CTC LD Switched Outbound**\$0.5000/minute**4.14.2 CTC LD Dedicated Outbound**\$0.3000/minute**4.14.3 CTC LD Switched Inbound**\$0.5000/minute**4.14.4 CTC LD Dedicated Inbound**\$0.3000/minute**4.14.5 CTC TeleClub Fee

A monthly, recurring service fee.

Maximum Rate

\$15.00

4.14.6 Directory Assistance

Charge per Call:

Maximum Rate

\$3.50

4.14.7 800 Features4.14.7.1 Multi-Location Routing Features

Maximum Rate per feature per toll-free number:

Set-up fee: \$200.00

Monthly recurring fee: \$150.00

Change charge: \$200.00

4.14.7.2 Selected Coverage Blocking Features

Maximum Rate:

Set-up fee: \$200.00

Monthly recurring fee: \$150.00

Change charge: \$200.00

4.14.8 Real Time ANI

Maximum Set-up fee per each toll-free number: \$300.00

4.14.9 Programmable 800Maximum Monthly fee per each **toll-free** number: \$ 15.004.14.10 800 Director-v Assistance

Maximum Monthly fee per each toll-free number: \$ 50.00

The CTC LD product has been grandfathered. Only current CTC LD Customers, subject to the terms and conditions of this plan, are **eligible** to receive the discounts.

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SECTION 4 • RATES (Cont.)4.14 CTC LD (Cont.)4.14.11 Accounting Features

Maximum Monthly fee per account with alpha account codes: \$ 5.00
 Maximum Monthly fee per account with security codes: \$ 5.00

4.14.12 Billing Options

4.14.12.1 Specialized Call Detail Options

	<u>Maximum Rate</u>
Set-up	\$300.00
Monthly fee	\$400.00

4.14.12.2 Weekly Billing

	<u>Maximum Rate</u>
Set-up	\$300.00
Monthly fee	\$1000.00

4.14.13 Monthly Minimum Usage Charge Maximum Rate

Per (800) toll **free** number \$100.00

The CTC LD product has been **grandfathered**. Only current CTC LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 • RATES (Cont.)4.16 Partner BFI

Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met

Maximum Rate Plan:

A.	<u>Switched Outbound</u>				
	<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	All	\$.9500	\$.9500	\$.9500	\$.9500
B.	<u>Switched Toll Free</u>				
	<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	All	\$.9500	\$.9500	\$.9500	\$.9500
C.	<u>Dedicated Outbound</u>				
	<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	All	\$.9500	\$.9500	\$.9500	\$.9500
D.	<u>Dedicated Toll Free</u>				
	<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	All	\$.9500	\$.9500	\$.9500	\$.9500

E.

(D)

F. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2 %
\$1,000	4 %
\$5,000	6 %

*/ Usage includes all Partner BFI I usage plus Conference Calling usage (see Section 4.2.1 of this Tariff), as well as intrastate and international Partner BFI and Conference Calling usage.

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Vienna, Virginia 22182

SECTION 4 - RATES (Cont.)**4.17 Cable & Wireless Complete**

Cable & Wireless Complete is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this Tariff, Cable & Wireless Complete is excluded from all other discount programs.

4.17.1 Switched Outbound - Per Minute Usage Charges

Mileage	Maximum Rate
All	\$0.8000

4.17.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Maximum Rate
All	\$0.8000

4.17.3 Switched Inbound - Per Minute Usage Charges

Mileage	Maximum Rate
All	\$0.8000

4.17.4 Dedicated Inbound - Per Minute Usage Charges

Mileage	Maximum Rate
All	\$0.8000

4.17.5

(D)

4.17.6 Discounts

Associations - 5% Volume Discount

4.17.7 Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
\$50.00	\$1000

*If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill.

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SECTION 4 - RATES (Cont.)**4.17 Cable & Wireless Complete****ORIGINAL****4.17.8 Programmable 800**

Monthly Maximum fee per each toll-free number: \$30.00

4.17.9 800 Directory Assistance*

Monthly Maximum fee per each toll-free number: \$ 30.00

4.17.10 Accounting Features

Monthly maximum fee per account with alpha account codes: \$ 30.00

Monthly maximum fee per account with security codes: \$ 30.00

4.17.11 Billing Options (Per Location) - Maximum Rates

Specialized Call Detail Options	EBIS Electronic Billing
Set-up	On-Line Set-up \$60.00
Monthly fee	Disc Set-up \$60.00
	Magnetic Tape \$200.00

Weekly Billing

Set-up \$20.00-

Weekly fee \$150.00

4.17.12 Surcharges

976 Calls*

Customer calls to 976-XXXX telephone numbers

Maximum Charge Per Call

\$6.00

*Directory Assistance, 976 calls and Conference calls are not included in calculating Minimum Usage charges.

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SECTION 4 RATES (Cont.)4.18 GIVN Intrastate Base Rates

GIVN intrastate usage is billed at a flat rate that is not time or distance sensitive. GIVN traffic is billed with an 18-second minimum, in 1-second increments thereafter. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

4.18.1 On to On Maximum Flat Rate

\$0.5000

4.18.2 On to Off Maximum Flat Rate

\$0.5000

4.18.3 Off to On Maximum Flat Rate

\$0.5000

4.18.4 Off to Off Maximum Rate All Traffic

\$0.5000

4.18.5

4.18.6 Volume Discount Schedule

<u>Monthly Volume</u>	<u>Term Commitment % Discount</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0-24,999	0 %	0 %	0 %
\$25,000-\$49,999	5 %	7 %	10 %
\$50,000-\$99,999	10 %	12 %	15 %
\$100,000+	15 %	17 %	20 %

4.18.7 GIVN Rate Plans

GIVN rate plans are designed primarily for new business customers. Toll Free and Conference Calling service are available in conjunction with Customer's GIVN service. The Customer's overall C&W voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5 of this tariff. No other discounts apply under this option. Customer must bill a minimum of \$100 in total GIVN switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100 per location, a \$25 minimum monthly fee applies and will be added to customer's bill. GIVN dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage fails below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill. (D)

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SECTION 4 - RATES (Cont.)4.18 GIVN Intrastate Base Rates (Cont.)4.18.7 GIVN Maximum Rate Plans (Cont.)

	<u>Plan</u>	<u>Plan</u>	<u>Plan 3</u>	<u>Plan4</u>
<u>Maximum Usage Levels</u>	\$300,000	\$150,000	\$100,000	\$75,000
<u>Switched Outbound/Inbound/800</u>	\$0.7500	\$0.7500	\$0.7500	\$0.7500
<u>Dedicated Outbound/Inbound/800</u>	\$0.5500	\$0.5500	\$0.5500	\$0.5500
<u>On to On Flat Rate</u>	\$0.5000	\$0.5000	\$0.5000	\$0.5000

(D)

Discount

Conference	Calling	95%	95%	95%	95%
------------	---------	-----	-----	-----	-----

4.19 Premium Partner Long Distance (PPLD)

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

<u>Maximum Average Monthlv Volume</u>	<u>Switched Outbound</u>
\$0-\$300.00	\$0.6000
\$301.00-\$600.00	\$0.5000
\$601.00-\$999.00	\$0.4000
\$1,000.00+	\$0.3000

<u>Maximum Average Monthlv Volume</u>	<u>Switched Inbound/800</u>
\$0-\$350.00	\$0.7000
\$351.00-\$550.00	\$0.6500
\$551.00-\$749.00	\$0.5500
\$750.00-\$999.00	\$0.4500
\$1,000.00+	\$0.3500

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SECTION 5 - RATES - ADDITIONAL OPTIONS5.1 Conference Calling

Meet Me - all conferences are given an access number for a prearranged conference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

Maximum Rate Per Conferee Per Minute **\$.65**

800 Meet Me - all conferees are given an 800 access number for a prearranged conference call; the conference initiator is responsible for charges listed below.

Maximum Rate Per Conferee Per Minute **\$.85**

Operator Handled - conference operator will **place** calls to conferees prearranged with conference initiator; the conference initiator is responsible for charges listed below.

Maximum Rate Per Conferee Per Minute **\$.85**

OnDemand Conference Calling

OnDemand is an audio **conferencing** capability designed to make conference calling accessible to users 24 hours a day without the need of a Conference Operator. Users and participants connect directly to the conference bridge by dialing a series of personal access numbers.

<u>Service type</u>	<u>Maximum Rates</u>
Dial-in	.8000
Toll-Free Dial-in	.9500

(J)
|
(N)5.2 Directory Assistance

This Service is available to all C&W USA Customers.

Maximum Charge Per Call **\$3.50**

5.3 976 Surcharge

Calls by Customers to **976-XXXX** telephone numbers are assessed a surcharge.

Maximum Charge Per Call **\$3.50**

5.4 800 Service Call Attempt Charge

The following charge applies if the Customer's volume of incomplete 800 calls exceeds 50% of all 800 call attempts.

Maximum charge per incomplete call attempt **\$.25**

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|
(M)

Material moved from this page now appears on page 49.1.

SECTION 5 ■ RATES ■ ADDITIONAL OPTIONS5.5 Payphone compensation surcharge

Unless stated otherwise in this Tariff, C&W USA will assess a non-discountable surcharge on all calls that are subject to **payphone** compensation, pursuant to applicable federal or state law or regulation. The surcharge will be assessed in addition to any other rates and fees.

Maximum Surcharge \$0.75 per call

5.6 Universal Service Fund (USF) Tax

Maximum Percent 75%

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Material moved to this page previously appeared on page 49.

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SECTION 5 • RATES • ADDITIONAL OPTIONS (Cont.)5.7 Operator Services (Z)

5.7.1 Operator Services • Per Minute Usage Charges
Maximum rate per minute: \$0.7500

5.7.2 Operator Services - Per Call Surcharges (Z)

5.7.2.1 <u>Director-v Assistance</u>	<u>Maximum Rate</u>	(Z)
0+ Phone Card/Paid	\$5.00	
0+ Third Party Verbal	\$5.00	
0+ LEC Card	\$5.00	
0- LEC Card	\$5.00	

5.7.2.2 <u>Station to Station</u>		(Z)
0+ Phone Card/Paid	\$10.00	
0- Phone Card/Paid	\$10.00	
0+ Collect	\$10.00	
0- Collect	\$10.00	
0+ Third Party	\$10.00	
0- Third Party	\$10.00	
0+ LEC Card	\$10.00	
0- LEC Card	\$10.00	

5.7.2.3 <u>Person to Person</u>		(Z)
0+ Phone Card/Paid	\$10.00	
0- Phone Card/Paid	\$10.00	
0+ Collect	\$10.00	
0- Collect	\$10.00	
0+ Third Party	\$10.00	
0- Third Party	\$10.00	
0+ LEC Card	\$10.00	
0- LEC Card	\$10.00	

5.7.2.4 <u>Additional Services</u>		(Z)
LEC Mechanized Domestic	\$5.00	
LEC Mechanized Int'l	\$5.00	
Busy Line Verify Phone Card/Paid	\$10.00	
Busy Line Verify LEC/PTT	\$10.00	
*Emergency Interrupt Phone Card/Paid	\$20.00	
*Emergency Interrupt LEC/PTT	\$20.00	
Casual Caller InterLATA	\$5.00	
Casual Caller IntraLATA	\$5.00	

*Emergency Interrupt services include Busy Line Verify surcharges.

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SECTION 5 • RATES • ADDITIONAL OPTIONS (Cont.)5.8 Expedite Charge

Charge applicable to expedited installation of dedicated access to Service, upon Customer's request for such expedited Service. \$750.00

5.9 Special Promotional Offerings

From time to time, C&W USA may provide certain special promotional offerings to its Customers.

(D)

D)

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SECTION 4 • RATES4.1. Long Distance

All Long Distance calls are billed in 1-minute increments.

4.1.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
0-10	\$.1190
11-16	.1590
17-22	.1790
23-30	.2190
31-55	.2790
56-70	.3290
71-124	.3390
125-196	.3490
197-292	.3790
293+	.3890

4.1.2 DiscountsVolume Discount

The following volume discounts apply to Long Distance:

<u>Usage</u>	<u>Discount</u>
\$250.00-1499.99	5 %
1500.00-2999.99	10 %
3000.00 +	20%

4.1.2 Additional ChargesOther Discounts • CAP 500

\$500/month minimum; a \$50 charge applies to each month that the Customer does not meet the monthly minimum.

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The Long Distance product has been grandfathered. Only current Long Distance Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.2 Focus II

All Focus II calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.2.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.2.2 Focus II DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1500.01-\$5000	7 %
\$5000.01+	9 %

(D)

Other Discounts:

<u>Area Code Select</u>	5 %
-------------------------	-----

(D)

The Focus II product has been grandfathered. Only current Focus II Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 • RATES (Cont.)4.3 Focus III

All Focus III calls are billed in 6-second increments, after a 30-second initial billing period.

4.3.1 Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.3.2 Focus III DiscountsA. Focus III Volume DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$0-\$150.00	0 %
\$150.01-\$249.99	5 %
\$250.00-\$300.00	5 %
\$300.01-\$2000.00	8 %
\$2000.01-\$2499.00	12 %
\$2500.00 +	12 %

(D)

B. Other Focus III DiscountsCAP 500 (replaces all other discounts)

\$500/month minimum; if not met, a \$50 charge applies.

\$50/location monthly minimum; if location does not meet minimum, the difference between billed usage and \$50.00 will be added to Customer's bill.

Area Code Select 5 %

(D)

The Focus III product has been grandfathered. Only current Focus III Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 • RATES (Cont.)4.4 Nationwide 800

Nationwide 800 terminates on switched access lines. Calls are billed in 6-second increments, **after** a 30-second minimum initial billing period.

4.4.1 Per Minute Usage Charges-

<u>Mileage</u>	<u>Rate</u>
All	\$0.2490

.02 Nationwide 800 Discounts

<u>Volume</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$75.00-349.99	Discount
	4 %
350 +	12%

The Nationwide product has been grandfathered. Only current Nationwide Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)

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SECTION 4 - RATES (Cont.)4.5 EXCEL

All EXCEL calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.5.1 EXCEL Outbound - Per Minute Usage Charges:

<u>Mileage</u>	<u>Rate</u>
All	\$. 1690

4.5.2 EXCEL Outbound Discounts

<u>Set -up Fee</u>	\$1 00/month
<u>Discount</u>	5 %

Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1000.01-3000	4 %
3000.01-10,000	8
10,000.01+	10

(D)

Other EXCEL Discounts:

<u>Set -up Fee</u>	\$100/month
<u>Discount</u>	5 %

(D)

4.5.3 EXCEL 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1942

T-1 Access Special Rate

<u>Mileage</u>	<u>Rate</u>
All	\$.1685

4.5.4 EXCEL 800 DiscountsVolume Discount:

<u>Monthly Usage</u>	<u>Discount</u>
\$1000.01-3000	4 %
3000.01-10,000	8 %
10,000.01+	10

The EXCEL product has been grandfathered. Only current EXCEL Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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ORIGINALSECTION 4 - RATES (Cont.)4.7 Venture

All Venture calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.7.1 Venture Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

4.7.2 Venture Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.7.3 Venture Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1690

4.7.4 Venture Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$. 1990

4.7.6 Venture Discounts

<u>Volume Discount:</u>	
<u>Monthlv Usage</u>	<u>Discount</u>
\$200.01-1,000.00	4 %
\$1,000.01-3,500.00	8 %
\$3,500.01+	10%

(D)

Both international and domestic usage will be used to calculate the applicable volume discount.

The Venture product has been grandfathered. Only current Venture Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.7 Venture (Cont.)Other Venture Discounts:Area Code Select 5 %800 Area Code Select 5 %Intra-Company 5 %

(D)

Regional Zone

Monthly Recurring Charge \$15.00

(D)

Discount 5 %

(D)

VIP Numbers

Monthly Recurring Charge \$5.00

(Monthly charge waived if domestic usage over \$100)

Discount 5 %

Term Plan

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
200	12	2
1000	12	5
400	24	7
1500	24	12
400	36	9
1500	36	13

The 18-month term plan has been eliminated. Customers currently on the 18-month term plan will be converted to the 24-month term plan.

Term Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

The Venture product has been grandfathered. Only current Venture Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.8 VNS (Virtual Network Service)

All VNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.8.1 Switched Outbound Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

4.8.2 VNS Switched 800 Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.8.3 VNS Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$. 1990

4.8.4 VNS Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1690

(D)

4.8.6 VNS DiscountsVolume Discount:

<u>Monthly Usage</u>	<u>Discount</u>
\$1,000.01-3,000.00	4 %
3,000.01-10,000.00	8 %
10,001 +	10 %

Both international and domestic usage will be used to calculate the applicable volume discount

Other Discounts:

<u>Area Code Select</u>	5 %
<u>800 Area Code Select</u>	5 %
<u>Intra-Company</u>	5 %

(D)

The VNS product has been grandfathered. Only current VNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.8 VNS (Cont.)4.8.6 VNS Discounts (Cont.)Regional Zone

Minimum Monthly Billing \$1500.00

A fee will be charged if the monthly minimum is not met.

Fee: \$75.00

Discount 5 %

Term Plan:

<u>MMUC (\$)</u>	<u>Term Length (Mos.)</u>	<u>Discount (%)</u>
1,500	12	6
5,000	12	7
10,000	12	8
1,500	24	8
5,000	24	10
10,000	24	12
1,500	36	11
5,000	36	13
10,000	36	14

Term Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

(D)

VIP Numbers

Minimum Billed Monthly Usage Charges \$1500.00

A \$75.00 fee will be charged for each month that the Customer does not meet the minimum total usage charges.

Discount 5 %

The VNS product has been grandfathered. Only current VNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 • RATES (Cont.)4.9 Simplicity

All Simplicity calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.9.1 Simplicity Switched Outbound • Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

4.9.2 Simplicity Switched 800 • Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.9.3 Simplicity Dedicated Outbound • Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1690

4.9.4 Simplicity Dedicated 800 • Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1990

(D)

4.9.6 Simplicity DiscountsVolume Discount • Simplicity Switched

<u>Monthly Usage</u>	<u>Discount</u>
\$175.01-300	5 %
300.01-3,000	8 %
3,000.01+	10 %

Volume Discount • Simplicity Dedicated

<u>Monthly Usage</u>	<u>Discount</u>
\$1000.01-3000	4 %
3000.01-5000	8 %
5000.01-10,000	8 %
10,000.01+	10 %

Both international and domestic usage will be used to calculate the applicable volume discount.

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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Vienna, Virginia 22 182

ORIGINALSECTION 4 - RATES (Cont.)4.9 Simplicity (Cont.)4.9.6 Simplicity Discounts (Cont.)Other Discounts:Area Code Select 5 %800 Area Code Select 5 %

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Regional Calling Zone

Minimum Monthly Usage:

Switched \$100.00

Dedicated 1000.00

A fee will be charged for each month that the monthly minimum is not met.

	<u>Fee</u>
Switched	15.00
Dedicated	50.00

<u>Discount</u>	<u>Discount (%)</u>
Switched	5
Dedicated	5

Term Plan - Simplicity Switched

<u>MMUC (\$)</u>	<u>Term Length (Months)</u>	<u>Discount (%)</u>
250	12	5
1,000	12	7
250	24	7
1,000	24	10
250	36	8
1,000	36	15

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 ■ RATES (Cont.)4.9 Simplicity (Cont.)4.9.6 Simplicity Discounts (Cont.)Term Plan II Simplicity Switched

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

Term Plan ■ Simplicity Dedicated

<u>MMUC (\$)</u>	<u>Term Length (Months)</u>	<u>Discount (%)</u>
2,000	12	6
4,000	12	8
10,000	12	10
2,000	24	8
4,000	24	11
10,000	24	12
2,000	36	10
4,000	36	14
10,000	36	15

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.9 Simplicity (Cont.)4.9.6 Simplicity Discounts (Cont.)Term Plan II Simplicity Dedicated

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

(D)

VIP Numbers

Minimum Monthly Usage

Switched	\$100.00
Dedicated	1000.00

A fee will be charged for each month that the minimum is not met.

	<u>Fee</u>
Switched	15.00
Dedicated	50.00

Discount

Switched	5 %
Dedicated	5 %

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.10 BFI

All BFI calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.10.1 BFI Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2460

4.10.2 BFI Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2460

4.10.3 BFI Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$. 1474

4.10.4 BFI Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1825

(D)

4.10.6 BFI DiscountsOptional Volume DiscountMonthly Usage (\$)

100-1000

1001-5000

5000 +

Discount (%)

2

4

6

Other Discounts:

(D)

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SECTION 4 - RATES (Cont.)4.10 BFI (Cont.)4.10.7 BFI LAO

The following rate plans are available to new business customers who sign up for BFI through Cable & Wireless' Direct Sales LAO Channel. All BFI usage, optional Conference Calling usage set forth in Section 5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100 in BFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to customer's bill. BFI dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its C&W USA Schedules No. 3 and No. 4.**

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<u>Usage Levels</u>	<u>Plan 1</u> \$500	<u>Plan 2</u> \$2,500	<u>Plan 3</u> \$10,000
<u>Switched Outbound</u>	\$0.1250	\$0.1200	\$0.1150
<u>Switched Inbound/800</u>	\$0.1250	\$0.1200	\$0.1150
<u>Dedicated Outbound</u>	\$0.0900	\$0.0850	\$0.0775
<u>Dedicated Inbound/800</u>	\$0.0900	\$0.0850	\$0.0775
<u>Discount</u>			
Conference Calling	25%	30%	40%

4.10.8 BFI NIA

The following rate plans are available to new business customers who are Fortune 1000 members who sign up for BFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

<u>Usage Levels</u>	<u>Plan 4</u> \$5,000	<u>Plan 5</u> \$15,000	<u>Plan 6</u> \$25,000
<u>Switched Outbound</u>	\$0.1200	\$0.1150	\$0.1100
<u>Switched Inbound/800</u>	\$0.1200	\$0.1150	\$0.1100
<u>Dedicated Outbound</u>	\$0.0850	\$0.0775	\$0.0725
<u>Dedicated Inbound/800</u>	\$0.0850	\$0.0775	\$0.0725
<u>Discount</u>			
Conference Calling	30%	40%	50%

*If minimum usage is not met during the second invoice, customer will be charged the minimum monthly fee.

****Formerly FCC Tariffs. See ADMINISTRATIVE**

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SECTION 4 - RATES (Cont.)4.10 BFI (Cont.)4.10.9 BFI Agent Plans

BFI Agent Plans are available to Agents reselling C&W USA services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000 to \$150,000 per annum. All BFI usage, optional Conference Calling usage set forth in Section 5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of \$100 in BFI switched and or dedicated access monthly usage after discounts are applied. If total monthly, usage is less than \$100, a \$25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000. Customers who average a revenue commitment of \$150,000 must bill a minimum of \$50. If total usage is less than \$50, the difference will be applied to the Customers bill totaling a \$50 monthly minimum fee. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its C&W USA Schedules No. 3 and No. 4.*

(D)

BFI Agent Plan Rates

The BFI Agent Plan rates only apply to those Agents reselling C&W USA services under this product. Terms and conditions mirror those of the BFI Product. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

PLAN I

<u>Usage Levels</u>	<u>Platinum</u> \$150,000	<u>Gold</u> \$100,000	<u>Silver</u> \$50,000	<u>Copper</u> \$30,000
<u>Switched Outbound</u>	\$0.1330	\$0.1330	\$0.1390	\$0.1450
<u>Switched Inbound/800</u>	\$0.1330	\$0.1330	\$0.1390	\$0.1450
<u>Dedicated Outbound</u>	\$0.0740	\$0.0740	\$0.0780	\$0.0810
<u>Dedicated Inbound/800</u>	\$0.0740	\$0.0740	\$0.0780	\$0.08 10
<u>Directory Assistance</u>	\$0.6500	\$0.6500	\$0.6700	\$0.7000
Discount				
<u>Conference Calling</u>	40%	40%	30%	2'3%
* <u>Meet Me</u>	\$0.2700	\$0.2700	\$0.3 150	\$0.3600
* <u>800 Meet Me</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800
* <u>Operator Handled</u>	\$0.3600	\$0.3600	\$0.4200	\$13.4800

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***Formerly FCC Tariffs. See Application of Tariff.**ADMINISTRATIVELY
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SECTION 4 RATES (Cont.)4.10 BFI (Cont.)4.10.9 BFI Agent Plans (Cont.)PLAN II

	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$150,000	\$100,000	\$50,000	\$ 30,000
<u>Switched Outbound</u>	\$0.1330	\$0.1270	\$0.1330	\$0.1390
<u>Switched Inbound/800</u>	\$0.1330	\$0.1270	\$0.1330	\$0.1390
<u>Dedicated Outbound</u>	\$0.0740	\$0.0710	\$0.0740	\$0.0780
<u>Dedicated Inbound/800</u>	\$0.0740	\$0.07 10	\$0.0740	\$0.0780
<u>Directors Assistance</u>	\$0.6500	\$0.6000	\$0.6200	\$0.6500
Discount				
<u>Conference Calling</u>	40%	50%	40%	30 %
* <u>Meet Me</u>	\$0.2700	\$0.2250	\$0.2700	\$0.3150
* <u>800 Meet Me</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200
* <u>Operator Handled</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200

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*Rates shown include the Conference Calling discount.

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SECTION 4 - RATES (Cont.)4.10 BFI (Cont.)4.10.10 BFI Bronze Agent Plan

BFI Bronze Agent Plan is available to agents reselling C&W USA services primarily to small to medium-sized business customers. All BFI usage, optional Conference Calling usage set forth in Sections 4 and 5 herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in BFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of BFI set forth in this Section.

(D)

BFI Bronze Rate Plan

<u>Switched Outbound</u>	\$0.1500
<u>Switched Inbound/800</u>	\$0.1500
<u>Dedicated Outbound</u>	\$0.0860
<u>Dedicated Inbound/800</u>	\$0.0860
<u>Directory Assistance</u>	\$0.7300

(D)

Discount	
<u>Conference Calling</u>	20%
* <u>Meet Me</u>	\$0.3600
* <u>800 Meet Me</u>	\$0.4800
* <u>Operator Handled</u>	\$0.4800

*Rates shown include the Conference Calling discount.

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SECTION 4 • RATES (Cont.)4.10 BFI (Cont.)**ORIGINAL**4.10.12 BFI Agent Plan 2002

Available to agents reselling C&W USA services to small, medium, and large customer bases. Under this program the annual revenue commitment ranges **from** \$40,000 to \$75,000. All BFI usage, and **optional** Conference Calling usage set forth in Section 4, herein will be included in calculating Customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling are eligible to receive a discount of 25% - 30% off Conference Calling base rates. Customer must bill a minimum of \$100 in BFI switched and or dedicated access monthly usages after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee applies that will be added to Customer's bill for switched access customers. For dedicated access customers, if total monthly usage is less than \$400, a \$50 monthly minimum fee will be added to the customer's bill. Other terms and conditions mirror those of BFI set forth in Section 4, herein.

BFI Agent Plan 2002 Rates

<u>Usage Level</u>	<u>Cold 2002</u> (\$75,000)	<u>Silver 2002</u> (\$40,000)
<u>Switched Outbound</u>	\$0.1590	\$0.1910
<u>Switched Inbound/800</u>	\$0.1590	\$0.1910
<u>Dedicated Outbound</u>	\$0.0890	\$0.1070
<u>Dedicated Inbound/800</u>	\$0.0890	\$0.1070
Directory Assistance	\$0.8500	\$1.0000
<u>Discount</u>		
<u>Conference Calling</u>	30%	25%
<u>Meet-Me</u>	\$0.2610	\$0.2475
<u>800 Meet-Me</u>	\$0.4200	\$0.4500
Operator Handled	\$0.60	\$0.60
<u>Conference on Demand</u>		
<u>Toll Free Dial-in</u>	\$0.2587	\$0.2634
<u>Toll Dial-in</u>	\$0.2076	\$0.2063
Dial-out Domestic	\$0.3962	\$0.3969

Everything on this page is new.

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SECTION 4 - RATES (Cont.)4.11 Business First Basics (BFB)

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound

\$0.2078/minute

4.11.2 Business First Basics - Dedicated Outbound

\$0.1669/minute

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4.11.4 Business First Basics - Switched Toll Free

\$0.2078/minute

4.11.5 Business First Basics - Dedicated Toll Free

\$0.1669/minute

4.11.6 Employee Discount

C&W USA employees, upon presubscription to C&W USA, will received a 78.89% discount off the BFB Switched Outbound rates.

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4.11.7 S.U.N. Discount

Customers currently on S.U.N. for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates, conference rates. In addition, S.U.N. customers who are (D) currently enrolled in any of the following S.U.N. term plans for interstate service, will have tenn plan discounts applied to intrastate BFB charges as follows:

ONE YEAR TERM MONTHLY TOTAL USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)
\$100	5.0	5.0
\$1,000	7.5	7.5
\$2,500	10.0	10.0
\$5,000	12.5	12.5
\$7,500	15.0	15.0
\$10,000	17.5	17.5

(D)

(D)

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SECTION 4 - RATES (Cont.)**4.11 Business First Basics (BFB)** (Cont.)**4.11.7 S.U.N. Discount** (Cont.)**TWO YEAR TERM**

MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)	(D)
\$100	7.5	7.5	
\$1,000	10.0	10.0	
\$2,500	12.5	12.5	
\$5,000	15.0	15.0	
\$7,500	17.5	17.5	
\$10,000	20.0	20.0	

THREE YEAR TERM

MONTHLY USAGE <u>COMMITMENT</u> <u>LEVELS</u>	OUTBOUND/800 <u>DISCOUNT(%)</u>	CONFERENCE CALL <u>DISCOUNT (%)</u>	(D)
\$100	10.0	10.0	
\$1,000	15.0	15.0	
\$2,500	17.5	17.5	
\$5,000	20.0	20.0	
\$7,500	22.5	22.5	
\$10,000	25.0	25.0	(I)

Conditions:

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound 800, International 800, Passport and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, C&W USA will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless C&W USA notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies C&W USA in writing at least 30 days prior to expiration. Dedicated BFB traffic is not eligible for S.U.N.. S.U.N. is not available with any other offers or discounts.

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SECTION 4 - RATES (Cont.)**4.11 Business First Basics (BFB)** (Cont.)Eclipse Discount

Customers currently enrolled in the Eclipse for interstate service are eligible to receive the following discounts off the BFB intrastate calls.

Intrastate switched outbound and 800/888:	18.40%
Intrastate dedicated outbound and 800/888:	2.38%

(D)

Horizon Discount

Horizon is available to new customers, who enroll in C&W USA's Horizon for interstate calling. Horizon is not available to customers currently **presubscribed** to C&W USA, except for Eclipse customers, who may request to migrate from the Eclipse to Horizon.

Under Horizon, the following discounts are available:

- 22.33% off BFB switched intrastate outbound and 800/888 calls.
- 8.07% off dedicated intrastate outbound and inbound 800 calls.

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ORIGINAL**SECTION 4 - RATES (Cont.)****4.12 Prepaid Calling Card (Cont.)****4.12.1 Per Unit Value (Cont.)****PLAN D -- HIGH VOLUME CUSTOMERS:**

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 6,000,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
6,000,000 - 7,999,999	\$0.159
8,000,000 - 11,999,999	\$0.155
12,000,000 - 15,999,999	\$0.150
16,000,000 - 19,999,999	\$0.145
20,000,000 - 23,999,999	\$0.140
24,000,000 - 29,999,999	\$0.135
30,000,000 +	\$0.130

PLAN E -- IMAGE CARD

Limited Edition collectible, prepaid calling cards.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
0 - \$99.99	\$0.60
\$100.00 - \$199.99	\$0.55
\$200.00 - \$299.99	\$0.50
\$300.00 - \$399.99	\$0.45
\$400.00+	\$0.40

PLAN F - SURETEL

SureTel is a product with low international rates and is targeted for frequent international callers.

<u>Surcharge per call:</u>	\$0.25
<u>Rate per minute:</u>	\$0.19

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SECTION 4 • RATES (Cont.)

D)

(D)

4.14 CTC D

CTC LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.14.1 CTC LD Switched Outbound
\$0.2050/minute

4.14.2 CTC LD Dedicated Outbound
\$0.1230/minute

The CTC LD product has been grandfathered. Only current CTC LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 . RATES (Cont.)**4.14 CTC LD** (Cont.)

- 4.14.3 CTC LD Switched Inbound
\$0.2050/minute
- 4.14.4 CTC LD Dedicated Inbound
\$0.1230/minute
- 4.14.5 CTC TeleClub Fee
A monthly, recurring service fee. \$5.00
- 4.14.6 Directory Assistance
Charge per Call: \$0.95
- 4.14.7 800 Features
- 4.14.7.1 Multi-Location Routing Features
Rate per feature per **toll-free** number:
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.00
- 4.14.7.2 Selected Coverage Blocking Features
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.00
- 4.14.8 Real Time ANI
Set-up fee per each **toll-free** number: \$150.00
- 4.14.9 Programmable 800
Monthly fee per each **toll-free** number: **\$ 5.00**
- 4.14.10 800 Directory Assistance
Monthly fee per each toll-free number: **\$ 15.00**
- 4.14.11 Accounting Features
Monthly fee per account with alpha account codes: \$ 2.50
Monthly fee per account with security codes: \$ 2.50
- 4.14.12 Billing Options
- 4.14.12.1 Specialized Call Detail Options
set-up \$100.00
Monthly fee \$120.00
- 4.14.12.2 Weekly Billing
set-up \$100.00
Monthly fee \$520.00

The CTC LD product has been grandfathered Only current CTC LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)

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SECTION 4 - RATES (Cont.)4.14 CTC LD (Cont.)4.14.13 Monthly Minimum Usage ChargePer (800) toll **free** number \$10.00

The CTC LD product has been grandfathered. Only current CTC LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

(N)

4.15 United TelnetSwitched Outbound
\$.1660/minuteSwitched Toll Free (800/888)
\$.1660/minuteDedicated Outbound
\$.1000/minuteDedicated Toll Free (800/888)
\$.1000/minuteTravel Card
Plan I* \$0.2805
Plan II* \$0.3165Monthly Minimum Usage Charge (MMUC)MMUC \$100.00
Per (800) toll **free** number \$10.00

Directory Assistance \$0.95

*Different Travel Card Plans apply dependent on the international rate plan chosen by the customer. Different international rate plans published in C&W USA's FCC tariff are favored by Customers based on their international calling patterns.

The United Telnet product has been grandfathered. Only current United Telnet Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.16 Partner BFIPLAN I

Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A. Switched Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr.. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1771	\$.1735	\$.1718	\$.1682

B. Switched Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr.. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1771	\$. 1735	\$.1718	\$.1682

C. Dedicated Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr.. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1118	\$. 1095	\$. 1084	\$. 1062

D. Dedicated Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr.. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1384	\$.1356	\$.1342	\$.1315

(D)

F. Volume Discounts

I

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2 %
\$1,000	4 %
\$5,000	6%

*/ Usage includes all Partner BFI I usage plus Conference Calling usage (see Section 4.2. I of this Tariff), as well as intrastate and international Partner BFI and Conference Calling usage.

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SECTION 4 - RATES (Cont.)4.16 Partner BFI (Cont.)PLAN I

Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A. Switched Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1771	\$.1735	\$.1718	\$.1682

B. Switched Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1771	\$.1735	\$.1718	\$.1682

C. Dedicated Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1040	\$.1019	\$.1009	\$.0988

D. Dedicated Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$. 1288	\$.1262	\$. 1249	\$. 1224

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F. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2 %
\$1,000	4 %
\$5,000	6 %

*/ Usage includes all Partner BFI I usage plus Conference Calling usage (see Section 4.2.1 of this Tariff), as well as intrastate and international Partner BFI and Conference C'alling usage.

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SECTION 4 • RATES (Cont.)**4.17 Cable & Wireless Complete**

Cable & Wireless Complete is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this Tariff, Cable & Wireless Complete is excluded from all other discount programs.

4.17.1 Switched Outbound • Per Minute Usage Charges

Mileage	Rate
All	\$0.1250

4.17.2 Dedicated Outbound • Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.3 Switched Inbound • Per Minute Usage Charges

Mileage	Rate
All	\$0.1250

4.17.4 Dedicated Inbound • Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

(D)

4.17.6 Discounts

Associations • 5% Volume Discount

4.17.7 Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
\$50.00	\$1000

*If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill.

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4.18 GIVN Intrastate Base Rates (Cont.)4.18.3 Off to On Flat Rate
\$0.15784.18.4 Off to Off Rate All Traffic
\$0.2745

4.18.5

4.18.6 Volume Discount Schedule

<u>Monthly Volume</u>	<u>Term Commitment % Discount</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0-24,999	0 %	0 %	0 %
\$25,000-\$49,999	5 %	7 %	10 %
\$50,000-\$99,999	10 %	12 %	15 %
\$100,000+	15 %	17 %	20 %

4.18.7 GIVN Rate Plans

GIVN rate plans are designed primarily for new business customers. Toll Free and Conference Calling service are available in conjunction with Customer's GIVN service. The Customer's overall C&W voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5 of this tariff. C&W domestic usage receives the rate set forth below. No other discounts apply under this option. Customer must bill a minimum of \$100 in total GIVN switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100 per location, a \$25 minimum monthly fee applies and will be added to customer's bill. GIVN dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill.

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4.18 GIVN Intrastate Base Rates (Cont.)4.18.7 GIVN Rate Plans

<u>Usage Levels</u>	<u>Plan 1</u> \$100,000	<u>Plan 2</u> \$75,000	<u>Plan 3</u> \$50,000	<u>Plan 4</u> \$30,000
<u>Switched Outbound</u>	\$0.1100	\$0.1100	\$0.1100	\$0.1150
<u>Switched Inbound/800</u>	\$0.1100	\$0.1100	\$0.1100	\$0.1150
<u>Dedicated Outbound</u>	\$0.0725	\$0.0725	\$0.0725	\$0.0775
<u>Dedicated Inbound/800</u>	\$0.0725	\$0.0725	\$0.0725	\$0.0775
<u>On to On Flat Rate</u>	\$0.0275	\$0.0450	\$0.0500	\$0.0550

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<u>Discount</u>				
Conference Calling	55%	50%	40%	30%

4.2 C&W USA Residential Service

C&W USA Residential provides switched access, inbound and outbound service, at a flat rate that is not time of day or distance sensitive. Calls are billed in 6-second increments, after a 30-second per call minimum. Optional Conference call service, described in Section 3 of this Tariff, is available to C&W USA Residential customers. A \$25 minimum monthly usage charge (MMUC) applies, excluding taxes and surcharges. If MMUC is not met, a \$3.00 charge will be assessed and added to Customer's invoice. Usage rates applicable to Conference Calling are set forth in Section 5 of this Tariff.

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Rate
\$.1525

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SECTION 5 - RATES - ADDITIONAL OPTIONS5.1 Conference Calling

Meet Me - all conferences are given an access number for a prearranged conference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute **\$.45**

800 Meet Me - all conferees are given an 800 access number for a prearranged conference call; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute **\$.60**

Operator Handled - conference operator will place calls to conferees prearranged with conference initiator; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute **\$.60**

OnDemand Conference Calling

OnDemand is an audio conferencing capability designed to make conference calling accessible to users 24 hours a day without the need of a Conference Operator. Users and participants connect directly to the conference bridge by dialing a series of personal access numbers.

<u>Service type</u>	<u>Rates</u>
Dial-in	.2800
Toll-Free Dial-in	.3500

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5.2 Directory Assistance

This Service is available to all C&W USA Customers.

Charge Per Call **\$1.50**

5.3 976 Surcharge

Calls by Customers to **976-XXXX** telephone numbers are assessed a surcharge.

Charge Per Call **\$2.25**

5.4 800 Service Call Attempt Charge

The following charge applies if the Customer's volume of incomplete 800 calls exceeds 50% of all 800 call attempts.

Per incomplete call attempt **\$.05**

5.5 Payphone compensation surcharge

Unless stated otherwise in this Tariff, C&W USA will assess a non-discountable surcharge on all calls that are subject to **payphone** compensation, pursuant to applicable federal or state law or regulation. The surcharge will be assessed in addition to any other rates and fees.

Surcharge **\$0.26 per call**

5.6 Universal Service Fund (USF) Tax

.1293%

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SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)

5 . 6 **Expedite Charge**

Charge applicable to expedited installation of dedicated access to Service,
upon Customer's request for such expedited Service.

\$250.00

5.7 **Special Promotional Offering**

From time to time, C&W USA may provide certain special promotional offerings to its
Customers.

General

C&W USA will periodically make promotions available to its customers.

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SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)

5.7 Special Promotional Offerings (Cont.)

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